

**DIRECTOR OF STUDENT SERVICES'S EMPLOYMENT AGREEMENT**

AGREEMENT made this 16<sup>th</sup> day of May 2016, between the **BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38, COOK COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **BESSET SABOURIN**, hereinafter referred to as the "Director of Student Services."

**W I T N E S S E T H:**

**A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Director of Student Services for two (2) years commencing July 1, 2016, and terminating on June 30, 2018, with such responsibilities and duties in that connection as may be fixed by the Board in this Agreement and in its policies, rules and regulations.

2. The Board shall pay to the Director of Student Services an annualized salary of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00) for the 2016-2017 contract year in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Director of Student Services' annual salary for the 2017-2018 contract year will increase by the CPI-U percentage increase for the previous 12-month period effective December, 2016 as utilized by the Cook County Assessor's Office for PTELL ("tax cap") purposes. The Director of Student Services hereby accepts employment upon the terms and conditions hereinafter set forth.

- a. In addition, the Director of Student Services will be eligible for an annual merit bonus based upon her summative performance evaluation rating. The Director of Student Services shall receive bonus of up to 3% The merit bonus payments will not be cumulative or increase the Director of Student Services' annual base salary amount for any contract year.

3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of the Director of Student Services to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of the Director of Student Services' entire required (9.40%) retirement contribution to TRS. It is the intention of the parties to qualify all such payments paid by the Board on the Director of Student Services' behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Director of Student Services does not have any right or claim to these amounts except as they may become available at the time of retirement or resignation from TRS. Both parties acknowledge that the Director of Student Services did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS, and that such contributions are made as a condition of employment to secure the Director of Student Services' future services, knowledge and experience.

4. Any salary or other modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Director of Student Services, or as an extension of the termination date of this Agreement.

5. During the term of this Agreement, the Director of Student Services shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification

Board qualifying her to act as a Director of Student Services for the District.

6. The Director of Student Services acknowledges that by accepting the terms of the multi-year Director of Student Services' Employment Agreement, the Director of Student Services waives any right to tenure or continued contractual service in the School District for the duration of this multi-year contract or any multi-year contract extension pursuant to Section 5/10-23.8a of *The School Code*.

## **B. DUTIES**

1. The Director of Student Services shall supervise the operation of The Joseph Sears School as the Board shall determine necessary. The Director of Student Services shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent in consultation with the Board of Education and in accordance with the laws of the State of Illinois and the policies, rules and regulations of the Board, for the planning, operation and evaluation of the educational program of The Joseph Sears School. The Director of Student Services' job description identifying the Director of Student Services' essential duties is attached as Appendix A.

2. The Director of Student Services shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel at Sears School and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required by law.

3. The Director of Student Services shall suspend students guilty of gross disobedience or misconduct from school (and from the school bus) in accordance with the requirements of Section 10-22.6 of *The School Code* and Board policy.

4. The Director of Student Services agrees to devote her best efforts to the educational program of the District. The Director of Student Services shall not undertake or accept other employment or responsibilities that will conflict with her assigned duties, without the Superintendent's pre-approval.

## **C. BENEFITS**

1. The Board will provide the Director of Student Services with the following benefits:

- a. Full-family health, dental and long-term disability insurance coverage, as provided under the programs effective in the District;
- b. Term life insurance in the amount of \$100,000.00, as provided under the program effective in the District; and
- c. Liability insurance, as provided to other District administrators, and in accordance with Section 10-20.20 of *The School Code*.

2. The Director of Student Services shall be entitled to paid vacation of twenty (20) working days per contract year during the term of this Agreement, to be used as mutually agreed upon by the Director of Student Services and Superintendent. Vacation days must be taken within the contract year, provided that any earned, unused vacation days may be carried

over into the following contract year with the approval of the Board. The Director of Student Services shall also be entitled to all legal school holidays observed by the District. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

3. The Director of Student Services shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of fifteen (15) working days per contract year during the term of this Agreement. Unused sick days may be accumulated to a maximum of three hundred sixty (360) days. The Director of Student Services shall not be entitled to payment for any accrued but unused sick leave upon separation of employment from the District for any reason.

4. The Director of Student Services shall be granted personal leave of three (3) working days per contract year during the term of this Agreement which may also be used as sick leave. Earned, unused personal days shall carry over into the next school year without limit and shall be added to the Director of Student Services' balance of sick leave. The Director of Student Services shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.

5. The Director of Student Services shall be reimbursed for District business travel in her personal vehicle at the IRS approved mileage reimbursement rate.

6. The Director of Student Services shall be reimbursed for participation in professional development courses and activities and up to one thousand dollars (\$1,000.00) per contract year for dues and membership fees to professional organizations. All professional development courses or activities and/or memberships in professional organizations must be approved, in advance, by the Superintendent to qualify for reimbursement.

7. The Director of Student Services shall be allocated a maximum amount of two thousand, five hundred dollars (\$2,500) per contract year for tuition reimbursement for graduate coursework pre-approved by the Superintendent.

#### **D. TERMINATION**

1. This Agreement may be terminated by:
  - a. Mutual agreement of the parties;
  - b. Permanent disability (as defined below) of the Director of Student Services;
  - c. Discharge of the Director of Student Services for cause (as defined below);
  - d. Resignation, provided, however, the Director of Student Services shall provide the Board at least one hundred and twenty days (120) days advance written notice of the resignation; or
  - e. Death of the Director of Student Services.
2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Director of Student Services has exhausted her accumulated sick leave, personal leave and vacation benefits, has been absent from her employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated. All contractual obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Director of Student Services shall be entitled to a meeting before the Board if she so requests. The Board reserves the right to require the Director of Student Services to submit to a medical examination, either physical or mental, whenever the Board deems the Director of Student Services disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Director of Student Services expressly agrees that the physician shall prepare a detailed report of the state of her physical and/or mental health and submit it to the Board.

### 3. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Director of Student Services which is detrimental to the best interests of the District, or for violation of this Agreement. Reasons for discharge for cause shall be given in writing to the Director of Student Services, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Director of Student Services chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

## **E. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS**

The Director of Student Services acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year Agreement is subject to performance-based goals which are linked to student performance and academic improvement attributable to the responsibilities and duties of the of the Director of Student Services. The Director of Student Services' student performance and academic improvement goals for the 2016-2017 contract year will be developed and approved by the Board and incorporated into Appendix B by contract amendment prior to July 1, 2016. As part of the Director of Student Services' annual evaluation, the Director of Student Services and Superintendent shall meet to review the Director of Student Services' progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Director of Student Services' overall performance on an annual basis based upon the student performance and academic improvement goals, and any other objectives established by the Board. The Board reserves the right to annually adjust or modify the student performance and academic improvement goals listed herein and to establish other goals and objectives for the Director of Student Services.

## **F. EVALUATION**

The Superintendent, in consultation with the Board of Education, will annually review and assess the Director of Student Services' performance by March 1 of each contract year. The Superintendent will prepare a written summative evaluation based upon a review and assessment of the Director of Student Services' progress towards meeting the student performance and academic improvement goals and the Director of Student Services' evaluation

criteria in accordance with Section 5/24A-15 of *The School Code*.

**G. NOTICE**

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Director of Student Services and the President of the Board personally or by certified mail, return receipt requested, addressed as follows:

- (1) ***If to the Board:*** Board of Education  
Kenilworth School District No. 38  
542 Abbotsford Road  
Kenilworth, IL 60043
  
- (2) ***If to the Director of Student Services:*** Besset Sabourin  
488 N. Emroy Ave  
Elmhurst, IL 60126

(or at such other address as may be hereinafter furnished by the Director of Student Services in writing.)

**H. MISCELLANEOUS**

1. This Agreement is subject to *The School Code*, the regulations of the State Board of Education and the Superintendent of the Educational Service Region of Cook County, and the policies of the Board.

2. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

3. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any provision of this Agreement is deemed illegal or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

4. Section headings and paragraph numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

5. This Agreement may be executed in one or more counterparts each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

6. This Agreement shall be binding upon and inure to the benefit of the Director of Student Services, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in


their respective names and, in the case of the Board, by its President and Secretary on the day and year first above written.

**DIRECTOR OF STUDENT SERVICES**

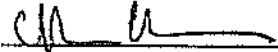
  
\_\_\_\_\_  
Besset Sabourin

Date: \_\_\_\_\_

**BOARD OF EDUCATION OF  
KENILWORTH SCHOOL DISTRICT NO.  
38, COOK COUNTY, ILLINOIS**

By:   
\_\_\_\_\_  
President

**ATTEST:**

By:   
\_\_\_\_\_  
Secretary

## **Administration**

### **Director of Student Services**

The Director of Student Services provides leadership and supervision for any issue or person related to Special Education, Response to Intervention, including Gifted Education, as well as any other student support services.

#### Organizational Relationship

Reports to the Superintendent and will maintain a close relationship with the Principal.

The Director of Student Services is a member of the executive leadership team including the Superintendent/Business Services, Director of Curriculum and Human Resources Manager, and Principal.

#### Assigned Responsibilities

##### *Instructional Leadership*

The Director of Student Services

- Oversees, leads and manages the psychological, health, social work, speech/language, gifted, special education, homebound/hospital instruction and English Language Learner services of the District;
- Supports the Principal to ensure high quality educational outcomes for all students;
- Applies experience and knowledge of best instructional practices and programs for students receiving support from Student Services;
- Provides leadership and expertise for the identification, as well as best instructional practices and programs for students identified as Gifted;
- Provides oversight to the process for early identification of students with special needs;
- Establishes procedures for placement, evaluation, assignment and reappraisal of students' needs with regard to the Student Services program.

##### *Management of School Culture and Environment*

The Director of Student Services

- Provides professional development to assist Student Services personnel in contributing to a positive and effective learning climate in the School;
- Evaluates existing Gifted, as well as existing Student Services programs and makes recommendations for changes or additions, as needed;
- Supports the needs of students through Response to Intervention with regards to the master schedule.

##### *Management of Personnel*

The Director of Student Services

- Attracts, retains and develops the best Student Services personnel and support staff possible. Leads the selection of new employees and makes recommendations regarding the hiring, discipline, transfer and termination of employees in the Student Services Department;

## Appendix A

- Evaluates all Student Services personnel for effective instruction, identifying appropriate goals and related professional development;
- Evaluates all Instructional Assistants for effective instruction, identifying appropriate goals and related professional development;
- Formulates an effective staffing plan and class assignments for Student Services personnel on an annual basis.
- Serves as the School District Treasurer

### *Leadership with Parents and Community*

#### The Director of Student Services

- Consults with parents of students enrolled in Gifted and Student Services programs to evaluate the effectiveness of such programs;
- Consults with and maintains knowledge of community resources to support student, faculty/staff and parent needs;
- Arranges and coordinates transportation of students placed in out-of-District special education programs, including parent transportation.

### *Professionalism*

#### The Director of Student Services

- Contributes to the tone for professional behavior in the School, leading by example;
- Contributes to effective School programs by participating in professional conferences, training, readings and dialogue, including service as the liaison to the Northern Suburban Special Education District (NSSSED) and New Trier Township Special Education and Gifted Directors;
- Possesses knowledge of District policies and regulations relating to areas of responsibility and is able to effectively apply the policies and regulations;
- Presents periodic reports to the Board of Education;
- Assists in the management of the School budget as it relates to Gifted, as well as Student Services programs and services;
- Ensures that all State and Federal laws, contracts, policies and District regulations are adhered to by students, faculty/staff, parents and the community by communicating, interpreting and implementing laws, policies and rules to all involved;
- Compiles, maintains and files all reports, records and other documents as required by the Illinois State Board of Education;
- Completes compliance trainings as required by the District or State/Federal law; and

Performs all other duties and assumes other responsibilities as may be assigned by the Superintendent.

#### Terms of Employment

Twelve month position



**APPENDIX B**

**DIRECTOR OF STUDENT SERVICES'S STUDENT PERFORMANCE AND ACADEMIC  
IMPROVEMENT GOALS (2016-2017)**

[Goals to be developed and approved by the Board via contract amendment prior to July  
1, 2016]

## Director of Student Services Goals

### **1. Engage a community of learners who emphasize growth as key indicators of student success**

Measurable outcomes:

- Create data discussion protocol document by November 2016.
- Prepare a report that shows the development of social emotional supports for students with anxiety and other emotional needs by January 2017.

### **2. Implement effective Individual Education Program planning and services in partnership with Northern Suburban Special Education District**

Measurable outcomes:

- Develop meeting agendas and protocols for parents and other stakeholders by September 2016.
- Audit current IEPs to identify strengths and growth areas and prepare a report of findings by November 2016.
- Audit service delivery for strengths and growth needs and prepare a report of findings by December 2016.
- Identify learning needs of families and prepare a report of findings by April 2017.
- Investigate and implement new online IEP management systems by August 2017

### **3. Establish Protocols for Appropriate identification and service delivery for Extended School Year Services**

Measurable outcomes:

- Stakeholder committee to review current practice notes and updates by November 2016
- Research current federal regulations and prepare a report for best practices for services by January 2017.
- Investigate and make a recommendation for district partnerships opportunities by March 2017.